



**Bargaining Agreement between the Town of Arlington
and the
American Federation of State, County and Municipal Employees,
Council 93, Local - 680 AFL - CIO**

July 1, 2015 to June 30, 2018

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Article I General Purpose

This agreement entered into by the Town of Arlington by its Town Manager, hereinafter referred to as the employer, and Local #680, State Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, fringe benefits and other conditions of employment.

Article II Recognition

The employer recognizes the union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, fringe benefits and other conditions of employment for the following employees of the Town of Arlington, excepting employees under the jurisdiction of the Arlington School Committee and uniformed personnel of the fire and police departments:

1. Labor Service, including foremen but excluding general foremen, assistant department heads and department heads.
2. Custodial service, excluding supervisor.
3. Civil engineers grade 1,2,3, but excluding 4 and 5.
4. Clerical personnel, excluding (a) Town Manager office staff; (b) public works administrative assistant, office manager and water registrar; (c) Selectmen's Office staff.
5. Administrative personnel, excluding assistant department heads, department heads, executive secretaries, and all professional personnel including but not limited to the following:
 - (a) Library staff
 - (b) Social Workers
 - (c) Case Workers
 - (d) Medical Personnel
6. Community Safety Dispatchers
7. Data Entry Operators.

Article III Rights of Management

The listing of the following specific rights of management in this article is not intended to be considered restrictive of or as a waiver of any of the rights of the employer not listed herein.

- (a) Among such management responsibilities as are vested exclusively in the employer are the following: the right to hire, promote, transfer, assign and retain employees in positions with the department and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons, to determine the method, means and personnel by which such operation are to be conducted and to take whatever action may be necessary to carry out the work of the town in situations of emergency.
- (b) The employer shall have the freedom of action to discharge its responsibility for the successful operation of the Town of Arlington, including the scheduling of operations, the methods and materials used in carrying out the functions of the town and the extent to which its own or other facilities and/or personnel shall be used. Nothing in this article shall be construed to conflict with Chapter 31 of the General Laws of Massachusetts. (Ter. Ed)
- (c) Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the employer except as they may be shared with the union by the provisions of this agreement.

(d) The Town reserves and retains the right to contract out work, or subcontract out work. Pursuant to the exercise of such rights, no employee shall be laid off if there is available work in the same position or in a similar position which he/she is qualified to fill and is eligible to fill under civil service law and rules.

Article IV No Strike Clause

A. No employee covered by this agreement shall engage in, induce or encourage any strike, work stoppage, slow down, or withholding of services, such as refusal to work emergency overtime as may be required during the life of this agreement. The union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slow down, or withholding of services.

B. Should any employee or group of employees covered by this agreement engage in any strike, work stoppage, slow down or withholding of services, the union shall forthwith disavow any such strike, work stoppage, slow down or withholding of services, and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the municipal employer, the union shall take all reasonable means to induce such employee or groups of employees to terminate the strike, work stoppage, slow down or withholding of services and return to work forthwith.

C. In consideration of the performance by the union of its obligations under sections A & B of this article, there shall be no liability on the part of the union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreement contained in this article by individual members of the union.

Article V Union Dues and Initiation Fees

Employees may tender the initiation fee (if any) and monthly membership dues by signing the authorization of dues form. During the life of this agreement and in accordance with the terms of the form of authorization of check off of dues hereinafter set forth, the employer agrees to deduct union membership dues levied in accordance with current practice now in effect in the Town of Arlington from the pay of each employee who executes or has executed such form and remit aggregate amount to the treasurer of the union along with a list of employees who have had said dues deducted according to the union membership card which union members must sign when they join the union, it is necessary for a union member desiring withdrawal from the union to write to said union indicating his intention of withdrawal. In view of the above, the dues will continue to be deducted for the next 60 days after intention of withdrawal has been given to the union by the union member.

Article VI Discrimination and Coercion

There shall be no discrimination by foremen, superintendents, department heads or other agents of the employer against any employee because of his activity or membership in the union. The employer further agrees that there will be no discrimination against any member for his adherence to any provisions of this agreement or his/her refusal to comply with any order which would violate this agreement, state law or town by law.

Article VII Grievance and Arbitration Procedure

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step 1: The union steward and or representative, with the aggrieved employee shall take up the grievance or dispute in writing with the employee's immediate supervisor within five (5) working days of the date of the grievance or his knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within three five (5) working days.

Step 2: If the grievance has not been settled, it shall be presented in writing to the department head within five (5) working days after the supervisor's response is received. The department head shall respond to the steward in writing within five (5) working days.

Step 3: If the grievance still remains unadjusted, it shall be presented to the Town Manager in writing within five (5) working days after the response of the department head is received. The Town Manager shall respond in writing within fifteen (15) working days.

Step 4: If the grievance is not settled, either party (but no individual employees or group of employees) may, within fifteen (15) working days after the reply of the Town Manager is due submit the grievance to arbitration. Submission to arbitration shall be by letter to the American Arbitration Association with a copy to the other party. The arbitrator shall be selected and the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Expenses for the arbitrator's services shall be shared equally by the parties. The arbitrator shall be without power to alter, amend, add to, or subtract from the express language of this Agreement. The decision of the arbitrator shall be final and binding on the parties.

A grievance shall be deemed waived unless presented to the next higher step within the time limits so provided unless such time limits for filing a grievance are extended by mutual agreement of the parties.

Article VIII Civil Service and Disciplinary Matters

The employer and the union shall recognize and adhere to all civil service laws relative to seniority, promotions, transfers, discharges, removals and suspensions.

A grievance which is, or upon proper appeal would be, within the jurisdiction of the Civil Service Commission or other duly established appeal board, shall not be subject to the grievance and arbitration procedure of Article VII unless by mutual agreement of the parties. However, grievances regarding the discipline of an employee whose civil service status is "provisional" may be subject to the grievance and arbitration procedure of Article VII. In any such proceedings, either under civil service law, the grievance and arbitration procedure or at the other duly established appeal board, the union reserves the right to represent the employee.

A grievance involving the suspension, dismissal, removal or termination of an employee under civil service law and rules may in any instance be subject to binding arbitration by mutual agreement of the parties and the election of the employee involved, in accordance with the provision of Section 8 of Chapter 1078 of the acts of 1973. In any such proceeding either under civil service law and rules or under the grievance and arbitration procedure, the union reserves

the right to represent employees covered by this agreement. However, disciplinary matters are not subject to the grievance procedure under this article until and employee has been employed for six (6) months.

Article IX Seniority

Seniority of the employees on the civil service list shall be determined in accordance with the provisions of Section 33 of Chapter 31 of the General Laws of Massachusetts.

Selection of applicants for promotion in all cases within the bargaining unit will take in to account an evaluation of such factors as: qualifications, job knowledge, job performance, attendance record, dependability, initiative, cooperation, etc.... All above mentioned factors being equal, the most senior person will be appointed.

When a position covered by this agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications.

This notice of vacancy shall remain posted for five (5) working days. Employees interested shall apply in writing within the five (5) working day period. It is agreed that positions covered in this agreement should not only be posted in a conspicuous place in the department concerned but also in a central location.

Article X Overtime, Hours of Work and Summer Hours

Employees covered by this agreement shall be paid overtime at the rate of one and one-half (1½) times his regular rate of pay for work in excess of eight hours in a day and forty hours in one week. For clerical employees the hours of work shall be Monday through Friday 8:00 a.m. to 4:00 p.m./9:00 a.m. to 5:00 p.m. OR Monday through Wednesday 8:00 a.m. to 4:00 p.m., Thursday 8:00 a.m. to 7:00 p.m. and Friday 8:00 a.m. to noon depending on the particular office. Clerical employees are allowed a one-hour lunch break. Those working the short Friday do not receive a lunch break that day. All work performed in excess of this period per day or in excess of thirty-five (35) hours per week shall be at the overtime rate of time-and-a-half (1½) effective July 1, 1978. All work performed on Sunday shall be paid at the rate of two (2) times the regular rate of pay.

Any employee called back to work on the same day after having completed his assigned work and left his place of employment and before his next regular scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. He will be guaranteed a minimum of four (4) hours pay at time and one-half. Those employees called in on emergency overtime between 12:00 and 7:00 a.m. (or 12:00 to 7:30 a.m. for P.N. R. personnel) shall receive minimum call back pay of four (4) hours only if called in at least two hours prior before their starting time.

"After hour special events" for groups, clubs and organizations renting town buildings shall be considered overtime under this agreement and shall be paid at time and one-half with a guaranteed minimum of three (3) hours.

The employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the union representatives or the shop steward with the foreman of the division involved. In principal,

overtime shall be equally and impartially distributed among qualified personnel in each department which ordinarily performs such work in the normal course of the week.

Effective Monday, June 16, 2003 to September 30th 2003 and hereafter every May 1st to September 30th of the calendar year, the town and the unit agree to Summer Hours. Summer Hours shall affect all DPW laborers in the highway, water & sewer and natural resources divisions working at the Town Yard on Grove Street. The Hours of operation shall be 6:45 a.m. to 2:45 p.m. with one half hour break in the day to be taken on site and between the hours of 11:00 a.m. and 1:00 p.m. There will be no other breaks taken during the day. Employees on this schedule may not leave the town yard before 2:45 p.m.

Article XI Holidays

In order to qualify for holiday credit, a regular employee shall have worked on the last regularly scheduled work day prior to, and the next regularly scheduled work day following such holiday, unless it is an absence for which compensation is payable under Article 7C of the bylaws of the Town. The following days in each year shall be considered as holiday credits:

New Years' Day	Memorial Day
Patriots' Day	Independence Day
Presidents' Day	Martin Luther King Day
Labor Day	Thanksgiving Day
Veterans' Day	Thanksgiving Friday
Columbus Day	Christmas Day

A half-holiday shall mean four hours off with pay. Good Friday shall be considered a half-day holiday credit when it falls on any day from Monday through Friday inclusive. Christmas Eve shall be considered a full-day holiday credit when it falls on any day from Monday through Friday inclusive. Whenever a legal holiday falls on Saturday, another working day off with pay shall be arranged at the discretion of the department head. If the holiday falls on Sunday, the following day will be the working day off. Holiday pay shall be a day's pay at straight time rate.

If a holiday occurs within an employee's vacation period then he/she shall receive an additional day's vacation with pay. Any employee required to work on a holiday shall receive in addition to the regular holiday pay an amount equal to one and one half (1 ½) time his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to two (2) hours work at the above rate. If an employee is required to work in excess of eight (8) hours on a holiday, double time his/her regular rate of pay will be paid for all hours over eight (8).

The Town agrees the present practice with regard to holiday pay and continuous operation of Community Safety Dispatchers. (Day's pay at straight time for unscheduled holidays).

Article XII Funeral Leave

An absence with pay, to the extent necessary but not to exceed five (5) days shall be granted in case of death of immediate family meaning spouse, child, father, mother, sister, brother, grandparent, grandchild, father and mothers-in-law. An absence with pay of one (1) day shall be granted in case of death of an employees' other in-laws or grandparents of spouse.

Article XIII Vacations

A. Vacation leave with pay shall be granted to all regularly employed personnel, subject to the classification and compensation plans. These employees are provided opportunity to accrue vacation leave in order that he/she may have periods of rest and relaxation from his/her job for health and well being, consistent with work load and staffing requirements of their department. Employees are encouraged to request vacation leave in blocks of time to ensure rest and relaxation. An employee shall be considered regularly employed and eligible for vacation if he/she has worked six months for the Town in a position included in the Classification and Compensation Plan.

B. Accrual Rates

1. Vacation leave credits are not accumulated and cannot be used during the first six (6) months.

2. All regularly employed personnel shall be credited with six (6) days of vacation leave upon completion of his/her first six (6) months of service as long as these employees do not receive more vacation leave in their first year of employment than granted in number three below.

3. All regularly employed personnel with more than six (6) months but fewer than five (5) years of service shall receive twelve (12) days of vacation leave.

4. All regularly employed personnel with more than five (5) years but fewer than ten (10) years of service shall receive eighteen (18) days of vacation leave.

5. All regularly employed personnel with more than then (10) years but fewer than twenty-five (25) years of service shall receive twenty-four (24) days of vacation leave.

6. All regularly employed personnel with more than twenty-five (25) years of service shall receive thirty (30) days of vacation leave.

C. Vacation leave will be granted to all eligible employees, according to their accrual rates, on January 1 of each year.

D. The Scheduling of vacation periods with pay shall be arranged and approved prior to use by the Department Head for such time or times as best serve the public interest and department efficiency. In case of conflict in scheduling vacation time, preference will be given based on seniority or other provisions established by the Department Head.

E. Vacation leave may not be accumulated from one vacation year to another, except when in the opinion of the appointing authority, it is impossible or impractical to use because of work schedules or other emergencies to do otherwise. Requests for such carryover must be submitted to the appropriate appointing authority before the end of the calendar year in which the vacation leave was granted.

F. Absences on account of sickness in excess of those authorized or for personal reasons not provided for under leave regulations may, at the discretion of the Department Head, be charged to vacation leave.

G. Whenever employment is terminated by dismissal through no fault or delinquency of an employee's part, or by resignation, retirement, or death, without his/her having been granted a vacation to which he/she is entitled, he/she or in the case of his/her death, his/her estate shall be paid vacation pay at the regular rate of compensation at which it was earned payable to him/her at termination of employment.

H. If a holiday falls within the vacation period, it shall not count as part of the vacation allowance.

I. Regular part-time employees accrue and earn vacation leave on a pro-rated basis according to the differences between their regularly scheduled workweek and the normal workweek.

J. Vacation leave credits shall not be advanced for use prior to their being earned.

Article XIV Personal Leave

A personal leave of absence of one day per year with pay shall be granted to all full time employees of the Town who have completed one year of full time service.

Employees who do not use sick leave shall be granted personal leave without loss of pay up to five (5) days per calendar year in accordance with the following:

1. Employees who do not report out sick from January 1, to March 31 shall receive one (1) additional day.
2. Employees who do not report out sick from April 1, to June 30, shall receive one (1) additional personal day.
3. Employees who do not report out sick from July 1, to September 30, shall receive one (1) additional personal day.
4. Employees who do not report out sick from October 1, to December 31, shall receive one (1) additional personal day.
5. In addition to the foregoing, those employees who do not report out sick more than four (4) days during the calendar year shall receive one (1) additional personal day.
6. Personal day earned for good sick leave record may not be accumulated beyond one year from the date of its being credited.
7. Employees receiving Workers' Compensation shall not be eligible for personal days under this program.

Article XV Longevity Benefits

An employee who has completed continuous full time years of service with the Town shall receive annual longevity pay in accordance with the following schedule:

- a. Five years or more but less than ten - \$300.
- b. Ten years or more but less than fifteen - \$500.
- c. Fifteen years or more but less than twenty - \$700.
- d. Twenty years or more but less than twenty-five - \$900.
- e. Twenty-five years or more but less than thirty - \$1100.
- f. Thirty or more years - \$1,300

An employee who has or will reach the fifth, tenth, fifteenth, twentieth, twenty-fifth, or thirtieth anniversary date of continuous full time service in the calendar year shall be paid in a lump sum his respective longevity payment on the regular pay date nearest December first (1st), an employee who retires or, in the case of his death, his designated beneficiary or estate shall be paid prorated longevity pay for such year with his final paycheck. (See appendix A) Longevity benefit is prorated for part-time employees with minimum of twenty hours per week.

Article XVI Sick Leave

Earned sick leave with pay will be limited to one and one quarter (1 ¼) days per month, not to exceed fifteen (15) days per year, and will be credited on the first day of each month. Effective July 1, 1985 sick leave shall be unlimited for all members of the contract regardless of hire date. Sick leave credit will begin on the first day of the month following employment except as otherwise provided in Subsection A of Section 12 or Article 7c of the bylaws of the Town. Employees having an aggregate of more than two (2) days of authorized leave without pay in any calendar month shall not receive sick leave credit for that month.

Section 1. Employees having unauthorized absence without pay in any calendar month shall not receive sick leave for that month. Employees absent because of industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave. Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family.

Section 2. Before being granted compensation for any additional sick leave usage, employees who use more than ten (10) sick days in the calendar year may be required to provide a physician's note. The documentation must be from the employee's Primary Care Physician before he/she will be granted additional compensation. The employee's record will be reviewed by the Department Head to see if the employee will be granted compensation for any additional sick leave. The employee will be notified before they are to lose a day's pay. The department head, before making a final decision, will confer with Local 680 Union President, but the department head will retain final authority over the decision. The above procedure shall not apply to employees out on Industrial Accident cases or out on extended illness.

Section 3. There shall be payment of accumulated sick leave upon the employee's death, retirement, or his leaving the employment of the Town. When a person leaves the employment of the Town, this employee, or in the case of death the employee's estate, shall be paid twenty-five percent (25%) of the employee's rate of pay for any and all unused and accumulated sick leave. Any employee hired after July 1, 1997, will have sick leave buy back limited to 150 days.

Article XVII Safety Committee Code

A safety committee composed of two (2) representatives of the union and two (2) supervisory personnel shall be appointed. Said committee shall appoint its own chairperson and meet regularly to review safety practices. It may draw up a safety code, which both parties to this agreement agree to enforce, such safety code is first approved by the employer.

Article XVIII Salary, Differential, Allowance and Promotional Track/ Working Out of Classification

A. Effective July 1, 1984, (Deferred Increase: A deferred wage and salary increase shall be paid to any employee upon leaving the employment of the Town after July 1, 1984, provided that this person is employed by the Town on or before July 1, 1984); and that said deferred increase will be granted on the rate of separation so that the average salary of the employee's last three (3) years will be equal to the average salary of the last three years if an actual five percent (5%) wage and salary increase was granted on July 1, 1984. This provision shall be implemented notwithstanding the position classification and pay plan.

- A-1. Effective July 1, 1987 - 4% general increase.
- A-2. Effective July 1, 1988 - 5% general increase.
- A-3. Effective July 1, 1989 - 5% general increase.

B. The second shift premium pay for custodians will be forty cents per hour. The third shift premium pay for custodians will be sixty cents per hour. The night shift premium for Motor Equipment Repairman P.W.D. MC-7 when working at night and to Laborer, MC-1 when serving as watchman, shall be thirty cents per hour.

C. The minimum car allowance shall be one hundred and forty dollars (\$140.00) per month effective July 1, 1983. Hereafter the car allowance shall be adjusted to reflect the change in this Boston Adjusted Consumer Price Index (BACPI). July 1, 1984 increase of five point two seven percent (5.27) or \$7.28.

- D. MEO's and compressor operators shall receive a twenty cent (.20) premium effective July 1, 1977.
- E. The front-end loader operators in Park Maintenance shall receive twenty cent (.20) premium paid similar group in the P.W.D. effective July 1, 1977.
- F. Four weather gear shall be provided for all custodians.
- G. All library employees shall be compensated an additional forty cents (.40) per hour for time worked after five post meridian (5:00 p.m.).
- H. There shall be a four (4) hour minimum call back pay for those employees assigned to Saturday Funeral details.
- I. Consolidation of Pay Plan - Effective July 1, 1986 the AG Schedule will be reduced to 9 steps, and the MC Schedule will be reduced to 7 steps. The implementation of this consolidation will be effective July 1, 1987.
- J. Promotional Track/Working out of Classification
The following process will be used to determine the rate of pay for employees who are being promoted. The same policy shall apply to all non-custodial employees who are working out of classification. In every instance this policy shall apply, regardless of the duration of the working out of classification:

- An employee who is being promoted to a position that is one, two, or three grades higher in the classification plan, will be moved to the new grade while remaining at the same step they currently occupy.
- If an employee is promoted to a position that is four grades higher, he/she is promoted to the grade of their new position at the step that is one less than the step they currently occupy.
- This process continues so the employee's step decreases by one for each additional grade, i.e. a five grade promotion results in a two step decrease, a six step promotion results in a three step decrease, and so on.

MC to ATP Pay Plan Promotions:

- Multiply the MC hourly salary by 2080 to determine the annual salary.
 - Identify the grade within the AG Pay Plan that is closest to the employee's current annual salary; in doing so, remain within the step in the AG Pay Plan that is the same distance from maximum as the step the employee occupies within the MC Pay Plan. When determining the correct step and grade, the annual salary with the smallest differential from the current MC Pay plan annual salary applies, whether it represents an increase or a decrease.
 - Once this location within the AG pay plan has been determined then the promotional track should be employed in the same manner as described above.
- K. Motor Equipment Operators - Those M.E.O.s who drive vehicles requiring Class II licenses will be classified as Motor Equipment Operator Grade II (MC -04). Motor Equipment Operators, Grade I (MC-02) who drive vehicles requiring a Class II license will be classified as Motor Equipment Operators, Grade II (MC-04) and will move to the salary level in the new grade which is closest to, but not less than, their current salary. Such individuals will move, within one to three years to that step in the MC-04 grade where they were at the MC-02 grade when the upgrading took place.
- L. 1. Effective July 1, 1991 a deferred salary increase to any employee upon leaving the employment of the Town after July 1, 1993 (provided that the employee was employed by the Town on January 1, 1993) and that said deferred increase shall be granted on the date of separation so that the average salary of the employee's last three years will be equal to the average salary of the last three years as if an actual 2% salary and wage increase was granted on July 1, 1991, i.e. a six percent (6%) adjustment made to last paycheck if employee leaves after July 1, 1994. In the event that an employee reduces employment status from full-time to

part-time prior to retirement, and provided that the retirement allowance is calculated on the employee's full time status, then the deferred increase will be calculated on the employee's last three years of service when they were working and compensated on a full time basis.

2. Salary - 3% increase effective July 1, 1992; 2% increase effective April 1, 1993;
3. Effective July 1, 1993 - 2% increase
Effective January 1, 1994 - 1% increase
Effective July 1, 1995 - 3%
4. Effective July 1, 1996 - 3%
Effective July 1, 1997 - 3%
5. Effective July 1, 1998 - 3%
6. Effective July 1, 1999 - 3%
7. Effective July 1, 2000 - 3%
8. Effective July 1, 2001 - 1.5% and new Classification and Pay Plan
9. Effective July 1, 2002 - 3%
10. Effective July 1, 2003 - 3%
11. Effective July 1, 2004 - 2%
12. Effective January 1, 2005 - 2%
13. Effective July 1, 2005 - 2%
14. Effective July 1, 2006 - 2.5%
15. Effective July 1, 2007 - 3% and additional .5% upon full implementation of health insurance co payments as set forth in paragraph f. of Article XX Health Insurance.
16. Effective July 1, 2008 - 2½%
17. Effective September 1, 2011 - 2% and additional 1% on January 1, 2012 contingent upon the Town joining the Group Insurance Commission.
18. Effective July 1, 2012 - 3%
19. Effective July 1, 2013 - 2.75%
20. Effective July 1, 2014 - 2.75%
21. Effective July 1, 2015 - 2%
22. Effective July 1, 2016 - 2%
23. Effective July 1, 2017 - 2%

Article XIX Sick Leave, Holidays and Compensation Benefits

Sick leave, holiday and workers' compensation benefits shall be the same as those effective June 30, 1979.

Article XX

Health Insurance Coverage Pending Transfer to the GIC:

- The Town shall have the right to implement the following health insurance premium contributions changes at the Town's discretion, but no earlier than December 1, 2011:

PLAN	Employee's Premium Contribution Rate
Blue Cross/Blue Shield (all plans)	25% without regard to members date of hire
Harvard Pilgrim & Other HMOs	Employees who were paying 15% as of the date of this MOA for such HMO shall pay 20%; all other employees shall pay 25%
Indemnity, PPO, & POS Plans	No change: Employees continue to pay 25%
All Plans	No change: Employees hired on or after July 1, 2007 continue to pay 25%

- No employee shall be eligible to enroll in the Blue Cross Blue Shield HMO if such employee was not enrolled in the Blue Cross Blue Shield HMO offered through the Town as of January 1, 2011.

2. Health Insurance Employee Premium Contribution Rates Upon Transfer to GIC: Amend Article XX (Health Insurance) to reflect the following agreement of the parties with respect to employee premium contribution rates effective December 1, 2011. This provision is expressly conditioned on, and subject to the agreement of the GIC to accept the Town into the GIC effective January 1, 2012:

PLAN	Employee's Premium Contribution Rate
HMOs	15%
PPOs, POS & Other Plans	20%
Indemnity Plans	25%
All Plans	Employees hired on or after December 1, 2011 shall pay 25%

If the Town (1) transfers members/subscribers to the GIC pursuant to G.L. c. 32B, §§ 21 and 23 is unable for any reason to transfer members/subscribers to the GIC effective January 1, 2012, the employee premium contribution rates and enrollment provisions set forth in Section 1 above shall apply, instead of the rates set forth in this Section 2.

If after successfully transferring members/subscribers to the GIC pursuant to G.L. c. 32B, §§ 21 and 23 the Town transfers employees out of the GIC any time after the term of this agreement, the employee premium contribution rates shall be as follows:

HMOs 15%
All other plans 25%
All Plans Employees hired on or after December 1, 2011 shall pay 25%

3. Opt-Out Program: For all benefit eligible subscribers enrolled on the Town's health plans on or before July 1, 2011, there shall be an opt-out program. An incentive (with proof of alternative coverage) of \$2,000 (\$166.66 per month) will be offered for those on individual plans and an incentive of \$4,000 (\$333.33 per month) will be offered for those on family plans. Subscribers whose spouses are enrolled on the Town's health plan may not enroll onto their spouse's plan and receive the incentive. Participants in this program may opt back into health insurance without waiting periods or preexisting conditions limitations if the participant experiences a qualifying event. The participant may opt back in at open enrollment without limitations. The Town reserves the right to modify or discontinue the program with 60 (sixty) days notice to the AFSCME President in advance of the next open enrollment, said discontinuance to be effective on the subsequent plan renewal date.

4. Flexible Spending Account: The Town will continue to provide a flexible spending account program (i.e. "Section 125" plan). The Town shall pay any annual administrative fee for subscribers who opt into the program for the duration of this Agreement (June 30, 2012). The program shall include a voluntary debit card system the fee for which shall be the responsibility of the employee. Employees may set aside funds up to the maximum amount permitted by the Patient Protection and Affordable Care Act (PPACA) but not more than \$3,500.

5. Voluntary Dental, Re-bid and Administration: The Town shall administer, including administration of a new request for proposal as appropriate, a voluntary dental plan that will be available to eligible subscribers; eligible subscribers will pay one hundred percent (100%) of the premiums. Active employees will have the benefit of pre-tax deductions through payroll. Provision of the voluntary dental plan is contingent on maintaining the required level of enrollment as determined by the Insurer. Eligible subscribers who enroll in this voluntary dental plan will be ineligible to re-enroll in said plan should they elect to drop dental coverage,

however, if they have a qualifying event they may rejoin no sooner than two years after dropping coverage.

6. Health Reimbursement Arrangement: Upon the exhaustion of the EHMf funds for the Health Reimbursement Arrangement (HRA) created by the September 2011 Memorandum of Agreement between the Town and the M.G.L. c. 32B, §§ 21/23 Public Employee Committee, the Town shall fund the HRA (including the third party administrator fee) in an annual calendar year amount of \$200,000. The HRA will be available to all employees on the Town's active health plans. The terms of the HRA shall be determined by the Town after consultation with the Health Insurance Advisory Committee. Any balance in the Town-funded HRA at the end of each year shall revert to the Town. Claims by subscribers for reimbursement shall be made on a first come first serve basis as determined by the third party administrator. When the HRA maximum amount is \$10,000 or less, the Town shall notify the AFSCME President and provide an electronic notice to those subscribers who provide an email address to the Personnel Department.

7. Acknowledgement that GIC will Determine Dollar Amount of Copayments, Deductibles and other Cost Sharing Plan Design Features. Upon the transfer of members/subscribers to the GIC pursuant to 32B, §§ 21 and 23, the GIC will determine the dollar amount of copayments, deductibles and other cost sharing plan design features for members/subscribers. This provision shall replace the parties May 2008 Memorandum of Understanding which amended Article XX of the parties' collective bargaining agreement and that document shall no longer be in effect, with the following exception: if the Town is unable to transfer members/subscribers to the GIC or withdraws members/subscribers from the GIC, the Memorandum of Understanding dated May 2008 shall determine the dollar amount of copayments, deductibles, and other cost-sharing plan design features until and unless the dollar amount of such features have been determined by future bargaining or future changes pursuant to M.G.L. c. 32B, §§ 21-29. Therefore, AFSCME acknowledges and agrees that there is no inconsistency between this 2009-2012 collective bargaining agreement and changes that will occur to health insurance benefits upon the Town transferring members/subscribers into the GIC pursuant to M.G.L. c. 32B, §§ 21 and 23. Accordingly, AFSCME acknowledges and agrees that no delay in implementation of the transfer to the GIC is required by Section 4 of Chapter 69 of the Acts of 2011.

Article XXI Community Safety Dispatchers.

1. A full complement of Community Safety Dispatchers will consist of nine (9) persons and a Lead Dispatcher.
2. The hours/days will consist of 4 days on, 2 days off, schedule.
3. The posting and bidding procedure will start when knowledge of said upcoming vacancy occurs.
4. Coverage must be maintained by a full complement of two (2) dispatchers at all times excluding emergency situations
5. Bidding for work shifts will be by seniority for either ; (a) day shifts -work hours 8:00 A.M. to 4:00 P.M., three (3) positions, (b) night shifts work day 12:00 midnight to 8:00 A.M. and 4:00 P.M. to 12:00 midnight, six (6) positions. For the purposes of efficiency, in order to avoid a disproportionate number of senior dispatchers being on any one of the two night shifts, the Town reserves the right to assign between said two night shifts.
6. Coverage by all shifts must be maintained by the preceding shift until replacement is on board. An exception is made for those completing the 12:00 midnight to 8:00 a.m. shift, who are scheduled to work the following 4:00 p.m. to 12:00 midnight shift. Coverage will then be maintained for not sooner than 9:00 a.m., during which time every effort will be made to obtain dispatcher coverage.

7. If a dispatcher calls in sick at 8:00 a.m. and coverage is maintained as in the previous provision clause, the most senior person has the option as to whether to stay or not; from then on, the overtime clause of the contract prevails.
8. All dispatchers must work overtime on a rotation schedule.
9. All vacations will be covered by the remaining dispatchers according to the above. Vacation to be granted only after notice of coverage is given and approved.
10. No more than one (1) dispatcher to be on vacation at one time without prior approval of the Chief of Fire or Police.
11. All vacations to be granted at the convenience of the department heads in accordance with the wording of the contract and the Town bylaw.
12. The Town agrees that any member of the bargaining unit in the Community Safety Department that possesses and maintains an EMD certificate shall receive an annual stipend of three hundred dollars (\$300). This stipend is to be paid out in a lump sum in the month of July. In order to act as a certified EMD dispatcher one must be a certified E911 telecommunicator; obtain and maintain CPR certification; and obtain and maintain EMD certification. EMD certification includes 24 hours of training that teaches how to handle difficult callers, identify the correct chief complaint, assign needed resources, effectively communicate between responders and callers, and provide life-saving support; EMD certified dispatchers must also adhere to departmental policies and protocols to qualify for the stipend. If at any time an employee allows their EMD certification to lapse in a fiscal year, they shall not be eligible for payment in that year.
13. Easter Sunday shall be considered a holiday for Public Safety Dispatchers.

Article XXII Step Increase

All those employees eligible and receiving a step increase between July 1, and December 31, will receive it on July 1. All those employees who are eligible for a step increase between January 1, and June 30, will receive it January 1. All step increases are based upon a merit evaluation process. Those employees not receiving a step increase may seek review before the Appeals Board. The final decision on step increases remains with the appointing authority.

Article XXIII Miscellaneous Provisions

1. Bulletin Board - Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written materials on such bulletin boards.
2. Severability of Provisions - Should any provision of this agreement be found to be in violation of any federal or state law or civil service rule by a court of competent jurisdiction, all other provision of this agreement shall remain in force and effect for the duration of this agreement.
3. Pre-Existing Benefits and Conditions - Any benefit, privilege or working condition existing prior to this agreement not specifically covered by this agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.
4. No Discrimination - The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such persons shall receive the full protection of this agreement.
5. Access to Premises - The employer agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO and or Council 93,

- and/or Local #680 to enter the premises at any reasonable time after obtaining permission of the employer for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.
6. Minimum Time Guaranteed - In the event a permanent full time employee reports to his place of work at his regularly scheduled time and is sent home for lack of work, he or she shall be paid for four (4) hours at the rate to which he or she would be entitled for his or her shift.
 7. Union Representative - A written list of union stewards and other representatives shall be furnished to the employer immediately after their designation, and the union shall notify the employer of any change. The above shall be granted time off up to three (3) hours per week during working hours to investigate and settle grievances. Additional time off may be granted with the approval of the appointing authority. Leave of absence with pay may be granted by the appointing authority to permanent employees who are authorized delegates of recognized employee organizations for the purpose of attending annual state conventions of their parent AFL-CIO or independent organizations. However, if said employees' regular compensation is paid by the employee organization, then such leave of absence as may be granted by the appointing authority shall be without pay.
 8. Rest Periods - All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.
 9. Cleanup Time - Employees in the labor service as defined by Civil Service rules shall be granted a fifteen (15) minute personal cleanup period to the end of each work shift.
 10. Jury Pay - The employer agrees to make up the difference in an employee's wage between a normal week's wages and compensation received for jury pay.
 11. Clothing and Cleaning Allowance - Effective July 1, 2002 employees who have previously received uniform allowances shall receive \$400 cash payment (for uniform clothing) each contract year to be paid on or about that payday closest to July 1st. Employees entitled to the \$400 shall mean employees whose job primarily requires them to work outside or in a menial fashion where their clothes are subject to extreme wear and tear. Office workers shall receive \$100 cash payment (for cleaning) each contract year to be paid on or about that payday closest to July 1st.
 12. Employee's Personnel File - the employee's personnel file located at the personnel office shall be opened to him at all times during working hours.
 13. Night Shift - the employer reserves the right to establish a night shift (second and/or third shift) without further negotiations. No employee assigned to day work will be reassigned involuntarily to night shift work.
 14. Compensation for Higher Rate - In the event a senior building custodian is for any reason absent from his place the junior building custodian who is designated to assume the duties of the senior building custodian in that particular building will be compensated at the senior building custodian rate of pay.
 15. Cleaning of Heating Plants - All boilers and furnaces in Town buildings shall be cleaned during the annual summer vacation by a company or contractor selected by the Town of Arlington.
 16. Cleaning of Buildings - Equalization of the work area within each building shall be established.
 17. Building Safety - A senior building custodian or a junior building custodian in charge shall be notified and shall be in attendance whenever the building he or she is responsible for is being used to comply with the School Department's policy. The decision on whether or

- not to call a custodian to be in attendance will be made by the Town Manager and/or the Superintendent of Schools.
18. Tool Allowance - All mechanics shall receive an annual tool allowance of six hundred dollars (\$600.00). All building maintenance staff shall receive an annual tool allowance of three hundred (\$300); the Town will not provide cordless tools. The Director of Public Works shall have the authority to request an inventory of tool used in the execution of job duties.
 19. Community Safety Dispatchers - Dispatchers will be paid time and one half above straight time rate for all holidays worked. There will be a shift premium of thirty cents (.30) hourly for the 12:00 midnight to 8 a.m. shift. When a dispatcher is out on vacation or on personal day, there will be no loss of the two hour premium.
 20. Promotional Exam - When the Town receives notice from the State Personnel Administrator of a promotional exam for any position covered by this agreement the Town shall provide copies of same to the Union President immediately.
 21. Letters of Agreement- Regarding mechanics P.W.D., call back, flexihours, equitable pay plan and VDT/CRT are incorporated by reference into this agreement, and may be the subject of renegotiating at the expiration of this agreement.
 22. Maternity Leave - Maternity leave shall be granted for six full months without pay.
 23. Pregnant Women - Pregnant women shall not be required to operated VDT/CRT at a loss of pay unless the position is reclassified by virtue of the purported safety hazards or additional skill necessary to operate VDT/CRT.
 24. Custodial Night Shift - Notwithstanding the impact bargaining agreement on custodial layoffs dated August 17, 1981, or any other agreement or practice, the Town reserves the right to assign day custodians to night shifts in order of reverse seniority after posting.
 25. Training Stipend – Effective July 1, 2007 all clerical employees shall annually receive a \$200 training stipend.
 26. Tuition Reimbursement – Upon satisfactory completion of a pre-approved course that the Department Head deems beneficial to the Town, the employee shall receive reimbursement equal to 100% of tuition. The Town shall allot a total of \$3,500 for such reimbursement. Approvals shall be given only at the time of enrollment in the course, and will be reimbursed only at completion of the course.
 27. Break after 24 Hours straight work - If an employee has worked a total of twenty-four (24) hours and his regular shift is to begin, the employee will be given an eight (8) hour break before being required to return to work. Should the twenty-four (24) hours occur in the middle of an employee's shift, the employee will be paid for any remaining time left in his shift.
 28. Removal of Personnel Assistants from Union – Effective December 1, 2007 the position of Personnel Assistant will be removed from the union. The Town agrees to grandfather the incumbent employees at the current HMO health insurance contribution rate until such time as the union changes that contribution rate or these employees leave the position of Personnel Assistant with the Town.
 29. Water Shop On Call Procedures
 - (1). Within the water shop, on a weekly basis, one Working Foreman and one Water Systems Maintenance Craftsman will be on call.
 - (2). The Town reserves the right to designate the on call coverage needed for any given week based on the knowledge and credentials of individuals in the division.
 - (3). Each employee designated for on-call coverage will be compensated \$200 for each Emergency Call Back Week, beginning and ending on Mondays at 7:00 a.m., except as such may be prorated in accordance with paragraph 6.

(4). The employee is responsible for the on call coverage for the entire week(s) to which he/she has been assigned. Each employee assigned such on call coverage is responsible for finding a replacement acceptable to the Supervisor of Water if he/she is unable to work at any time during such week(s).

(5). Swaps during on call weeks are subject to the approval of the Supervisor of Water.

(6). When the person on his/her designated on call week becomes ill or injured (incapacitated to the performance of their duties), the Supervisor of Water, or his/her designee, shall, in the order of the regular rotation, seek a volunteer to take over the rest of the week. In the event that no volunteer is found, then the next person, in the order of the regular rotation, will be required to take over the balance of the on call week. Employees who cover partial on call weeks shall be paid a prorated amount of the on call weekly compensation.

30. Time Clock – Building Maintenance Shop – Effective November 1, 2012 the use of the time clock for the building maintenance division shall be discontinued; the Town reserves the right to reinstitute use of the time clock with thirty (30) days notice to the union.

31. Water – Effective December 1, 2012 the Town will be responsible for the cost of delivering water to up to four Town work location designated by the Union.

Article XXIV Snow Removal Program

1. All drivers of snow fighting equipment that require either a commercial driver's license or a hoisting license who work alone shall receive MEOIII pay during snow and ice removal. All others operating snow fighting equipment not requiring a CDL or hoisting license will receive the MEOII rate

2. Paid one-half (1/2) hour breaks shall be granted after each four (4) hours of overtime.

3. All hours worked beyond the regular scheduled work day shall be paid at the overtime rate.

Article XXV License, Certification, and Snow Incentives

1. **Snow Incentives** - If an employee, including custodians, recreation, cemetery, community safety mechanics, the DPW Administrative Assistant and natural resource employees, reports and works an overtime event to address snow and ice from November 1st to April 30th they shall receive a payment of \$100 for working 4 storms. This amount will increase in \$100 increments for every four storms worked; for example: 12 storms worked in a season would result in a \$300 payment. Eligibility for payment will be at the discretion of the Director of Public Works in consultation with the appropriate division heads. Eligibility for payment shall not be subject to arbitration. Any annual incentive payment received under this provision shall not be considered regular compensation for pension purposes. Payment will be made by June 1st.

2. Commercial Driver Licenses – As an incentive to employees, the town offers the following stipends to those not required to have them by their local, state and federal job requirements.

CDL, Class A & Hoisting -	\$400
CDL, Class B & Hoisting -	\$350
CDL, Class B	\$300

Employees must provide annual proof of their eligibility.

3. Water Distribution License Incentive

a. Any public works employee who obtains a Drinking Water Supply Facility Operator, 2D or 3D, shall receive an incentive of \$300 for 2D and an incentive of \$400 for 3D. After obtaining the license, the Town will pay for maintenance of the license. Time off for attendance at a course to maintain the license may be given at the discretion of the department head.

b. The following positions shall be required to have the following licenses:

Working Foreman of Water and Sewer – 2D

Water Systems Maintenance Craftsman – 1D

Current employees, whose positions require the above stated licensing, will be given two (2) years to complete the required licensing. Said employees who are unable to obtain the required licensing within two (2) years will not be subject to disciplinary action so long as a good faith effort is shown to pass the exam, which at a minimum shall include taking the exam at least two (2) times per year and in each year thereafter. Eligible employees will receive the following stipends upon obtaining the license: 2D- \$400 and 1D- \$200. These employees will not be eligible for the water distribution license incentive. The Town will reimburse the above specified employees for one (1) course, one (1) test, and one (1) license fee upon successful completion of licensing. Thereafter, the Town will pay for the maintenance of the license. The employees must obtain these licenses on their own time. Time off for attendance at a course may be given at the discretion of the department head.

4. ASE Certification Reimbursements

The employer agrees to reimburse employees who are employed as motor equipment repairmen or similarly held positions, for the cost of successfully obtaining applicable ASE certificates. The following Automotive Service Excellence Certifications testing and recertification which are directly related to the employees work will be reimbursed:

- ASE Medium/Heavy Truck Test Series
- ASE Truck Equipment Test Series
- ASE Automobile/Light Truck Certification Tests

All other ASE testing and certifications may be reimbursed subject to the approval of the Department Head.

Article XXVI Agency Service Fee

The bargaining agent for the Town of Arlington agrees to the deduction of an agency service fee from the payroll of employees of the bargaining unit represented by local #680, State Council #93, AFSCME AFL-CIO, in accordance with the provisions of Section 12 of Chapter 1078 of the acts of 1973.

Article XXVII Town Meeting Approval

It shall be the responsibility of the Town's bargaining agent and/or representative to present any or all proposals (as approved by both sides) to the town meeting members at the appropriate town meeting. All economic items are subject to annual appropriation as required by law and the failure of the Town Meeting to appropriate any such item shall not be deemed to terminate this agreement.

Article XXVIII Exemption from Personal Liability

The Town Manager shall not incur or be under any personal obligation or liability by reason of this agreement, the execution thereof, or anything herein contained.

Article XXIX P.W.D. Assembly Hall

The Town agrees that the Union shall use the assembly hall at 51 Grove Street, Public Works Department, or other available Town location, on the Third Tuesday of each month at 5:30 p.m. also at 4:00 p.m. on the last Tuesday of each month for the Union Stewards meeting, and also the Executive Board or Local #680 on Monday prior to the third Tuesday of each month at 4:00 p.m.

Effective July 1, 2007 the Town agrees that the Executive Board, which consists of 7 employees may conduct their normal monthly meetings starting at 3:00 p.m. and shall receive normal pay for the period of the meeting that is within their regular work schedule. All other Executive Board and union meetings may only be held during working hours at the discretion of the Department Head.

Article XXX Duration of Agreement

1. This agreement shall be effective July 1, 2015 through June 30, 2018.
2. The union and the employer agree to re-open negotiations on any appropriate matters on or about October 1, 2017 to be effective July 1, 2018. If agreement cannot be reached by January 15, 2018, then both or either parties may utilize the impasse procedure (mediation and fact-finding) set forth in section 9 of Chapter 1078 of the Acts of 1973. In any event either party at its discretion may present its own position on money issues to the annual Town meeting in the form of an article in the warrant.
3. If impasse on any matters continue after expiration of this contract then the parties by mutual consent may extend this agreement.

Article XXXI Early Intervention Program

If an employee has been out of work as a result of a work related injury and the Town's workers' compensation/line of duty office is advised by the employee's physician or the Town's examining physician or comparable medical provider that the employee is presently unable to perform the essential duties of their job and that their return to work is not imminent, then:

1. The Town will, if the condition so warrants, determine whether the employee would benefit from a medical or vocational rehabilitation program.
2. If such a determination is made, the Town will arrange to have the employee evaluated by a medical or vocational rehabilitation specialist to determine whether the employee would benefit from medical or vocational rehabilitation.
3. If it is determined that the employee would benefit from a medical or vocational rehabilitation program, said program will be developed and coordinated in conjunction with and input from the employee's attending physician and/or the Town's examining or consulting physician.
4. Any recommended medical or vocational rehabilitation program must be approved by the Town and the employee prior to its implementation and shall be reasonable.

5. The workers' compensation/line of duty office of the Legal Department shall monitor the implementation and progress of the rehabilitation program until the employee returns to his/her former position.

6. This early intervention procedure shall not interfere with the medically necessary treatment recommended by the employee's attending physician or other medical care providers.

If the employee and the Town are unable to agree on a proposed medical or vocational rehabilitation program, then the matter will be referred to the Arlington Contributory Retirement Board and the employee will be subject to the provision of M.G.L. Chapter 32 Section 5B, as amended.

This program and procedure shall not affect any mandatory compliance with the provisions of M.G.L. c. 152 or the Code or Massachusetts Regulations as they relate to medical or vocational rehabilitation regarding workers' compensation recipients.

Temporary Modified Work Program

The Town's workers' compensation/line of duty injury office will attempt, where appropriate, to establish an individual program to enable modification of an employee's job and an early return to work in the same position for injured employees. In coordination with the affected employee's department head, the employee's and the Town's medical providers, the workers' compensation office will review the injured employee's job and assess how their job may be temporarily modified in order to enable him/her to return to the same position as soon as possible.

Appendix A Fringe Benefits – Longevity

The following are suggested guidelines for interpreting and calculating longevity benefits. Collective bargaining agreements establish employee benefits such as the longevity fringe benefit. Any individual collective bargaining agreement may deviate from these guidelines and may establish different standards, however, these guidelines are proposed in order to facilitate and encourage uniform development of and interpretation of the longevity benefit.

1. Payment to be made on or near December 1st, unless otherwise specified.
2. Eligibility to be determined by number of years of continuous full time service with the Town completed prior to December 31, the calendar year. A payment will be made if it may be reasonably assumed that any employee will continue to be employed by the Town on December 31. Examples: Under the existing union contracts, an employee completing five (5) years of service on any day during the calendar year is entitled to a \$300.00 longevity payment on December 1st of that year. An active employee whose anniversary date is January 5, for example, will receive his/her initial longevity payment on the following December 1st in the same year in which he/she completes 5 continuous years of service for the Town. An employee whose anniversary date is December 15, would receive that initial payment on the preceding December 1st in the same year.
3. Payments to active employees will be round \$300, \$500, etc.. sums as called for in the agreement. An active employee completing his/her 10th on July 1st would receive \$500 on December 1st, not a lesser or prorated amount.
4. Employees receiving workers' compensation benefits as a result of injuries incurred on the job are entitled to longevity benefits in the same manner and same amount as employees actively working. Department should provide for such payments in budget preparation.
5. Employees dismissed by the Town for cause shall not be entitled to longevity benefits.

6. Employees retiring from the Town's employ shall be paid a prorated benefit immediately upon their retirement so that this amount may be included in the final earnings for the purpose of computing retirement benefits, if any and if appropriate. (Pension deductions are made from all longevity payments). An employee must be eligible for a pension through Contributory Retirement System and must have applied to the Arlington Retirement Board for a pension in order to be eligible for a prorated longevity payment. The longevity benefit due shall be that proportion of a year which will have elapsed from the employee's anniversary date of retirement multiplied by the dollar benefit which would have been due on the next December 1st.

Examples: Employee A began work on July 1, 1940 and is retiring on March 31, 1979. At his/her retirement on March 31, 1979, Employee A is entitled to a \$750.00 longevity benefit (9 mos./12 mos. x \$1000.). Employee B began work on July 1, 1970 and is retiring on December 31, 1978. Employee B will receive \$200.00 on December 1st at the same time as other town employees, and an additional \$100.00 at the time of retirement on December 31, (6 mos/12 mos. X \$200.00).

7. Departments are to include allowances for longevity payments in their budget submittals. If an employee has expressed an intention to retire on a certain date which may entitle him/her to more than one payment in a fiscal year, departments should include this figure in the budget.

Appendix B Custodial Vacancies

The Town of Arlington and AFSCME Council 93, in order to resolve the issue of the posting of temporary custodial positions to their mutual agreement and satisfaction, have entered into this Memorandum of Agreement. This agreement is a supplement to the Collective Bargaining Agreement which now exists between the Town of Arlington and AFSCME Council 93, AFL-CIO and nothing in this Memorandum of Agreement shall be interpreted in such a way as to be in contradiction to the terms set forth in the Collective Bargaining Agreement.

As provided for under Article IX of the Collective Bargaining Agreement (entitled "Seniority"), all permanent vacancies in positions which are covered by the contract, including all custodial position, shall be filled through the process of posting and bidding. The vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications, and the posting will remain for five (5) working days during which time all interested employees should apply in writing for the position.

In the case of temporary vacancies which occur in custodial positions covered by the collective bargaining agreement, such positions shall be filled in the following manner:

For any temporary custodial vacancy which is to be of at least nine months during in length, the posting and bidding process which must be followed in filling all permanent vacancies, as set forth above and in Article IX of the Collective Bargaining Agreement, shall be followed.

For any temporary custodial vacancy which is to be of at least two months duration but less than nine months duration, such vacancy shall be filled through the use of Indication of Interest Statements. Such Indication of Interest Statements shall list the pay, duties, location and qualifications needed for the position, and shall be distributed to each eligible member of the bargaining unit. The candidate designated to fill the vacancy shall be chosen from among those persons who have completed and returned an "Indication of Interest Statement" to their supervisor.

In the case of any temporary custodial vacancy which is to be of less than two months duration, such vacancy shall be filled in a manner to be determined by the employer.

The determination of the length of any and all temporary vacancies shall be made by the Town using its best effort to make as accurate a determination as possible. In making such a determination, the Town shall not be influenced by the requirements for filling these vacancies contained in the Memorandum of Agreement, i.e., by the procedures that must be followed based upon the length of the temporary vacancy.

Appendix C Drug Use and Testing Policy

The following is the policy of the Town of Arlington regarding testing associated with alcohol misuse and drug use by those employees operating motor vehicles with a Commercial Driver's License. A discussion of the physical effects of alcohol and certain drugs on the body is included as well. The terms alcohol misuse, drug use and substance abuse are used interchangeably in this document. The name and telephone number of the person who can answer any questions you may have about the alcohol and drug rules and assist you in substance abuse situations appears on the last page of this policy.

TERMS AND ABBREVIATIONS

BAT	Breath Alcohol Technician
CDL	Commercial Driver's License
CMV	Commercial Motor Vehicle
DHHS	Department of Health and Human Services
DOT	Department of Transportation
EAP	Employee Assistance Program
EBT	Evidential Breath Testing
MRO	Medical Review Officer
US	The Employer
YOU	The Driver/Employee

Definitions

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

Alcohol Concentration: Also called alcohol content, the alcohol in a volume breath, (expressed as grams of alcohol per 210 liters of breath) as indicated by an evidential breath test, such as a breathalyzer.

Alcohol Use: The consumption of any beverage, mixture or preparation, including medications, containing alcohol.

Breath Alcohol Technician: An individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing (EBT) device.

Confirmation Test: In Alcohol testing: a second test, following a screening test with a result of 0.02 or greater, that provides quantitative measurement of alcohol concentration. In drug testing: a second test to identify the presence of a specific drug or metabolite. In order to ensure reliability and accuracy, this test is separate from and uses a different technique and chemical principal from that of the alcohol screening test.

Controlled Substances: In this policy, the terms "drugs" and "controlled substances" are interchangeable and have the same meaning. Unless otherwise provided, these terms refer to: marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines, including methamphetamines.

Driver: Any person who operates a commercial motor vehicle, (CMV) including: full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers,

independent, owner-operator contractors who are either directly employed by or under contract to an employer or who operate a commercial motor vehicle (CMV) at the direction of or with the consent of an employer.

Evidential Breath Testing Device: A device used for alcohol breath testing that has been approved by the National Highway Safety Administration.

Medical Review Officer: A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program. The MRO must have knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's confirmed positive test, medical history and other relevant biomedical information.

Screening Test: In alcohol testing: the initial test to determine if a driver has a prohibited concentration of alcohol in his or her system. In controlled substance testing : a screen to eliminate negative urine specimens from further consideration.

Substance Abuse: Refers to patterns of substance use that result in health consequences or impairment of social, psychological and occupational functioning.

Substance Abuse Professional: A licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional, or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

WHO IS COVERED BY THE TOWN'S ALCOHOL AND DRUG RULE?

The Federal Highway Administration, Department of Transportation Alcohol and Drug ruling applies to every person who operates a commercial motor vehicle (CMV) in interstate or intrastate commerce, and is subject to the commercial driver's license (CDL) requirements of part 383.

WHAT IS A SAFETY-SENSITIVE FUNCTION?

A safety-sensitive function is defined as including any of the following circumstances and/or activities:

- at a carrier or shipper plant, terminal or facility, or other property, or on any public property, waiting to be dispatched, unless the driver is relieved from duty by the employer.
- inspecting service brakes, including trailer brake connections, parking (hand) brakes, steering mechanism, lighting devices and reflectors, tires, horn, windshield wipers, rear vision mirrors, coupling devices, fire extinguisher, spare fuses, or warning devices for stopped vehicles;
- inspecting, servicing, or conditioning a (CMV) in operation;
- at the driving controls of a CMV in operation;
- while in or upon any CMV, except when resting in a sleeper berth;
- supervising or assisting in loading or unloading a vehicle;
- attending a vehicle being loaded or unloaded;
- while in readiness to operate the vehicle;
- when giving or receiving receipts for shipments loaded or unloaded;
- performing the driver requirements of section 392.40 and 392.41 of part 392, Driving Motor Vehicles, relating to accidents;
- repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

WHAT ARE THE ALCOHOL AND DRUG PROHIBITIONS?

The DOT prohibitions are tied to the performance of safety-sensitive functions in the following ways:

1. A driver may not report for duty or stay on duty
 - a. with a blood alcohol concentration of 0.04 or greater
 - b. if in possession of alcohol (unless it is being transported as cargo) Note: this includes any product (medication, food or other product) containing alcohol, regardless of the alcohol content.
 - c. if using alcohol
 - d. within four hours of using alcohol
2. A driver who has an accident may not use alcohol until post-accident testing is done or for a period of eight hours, whichever comes first.
3. Drivers cannot refuse to submit to alcohol testing.
4. Employers who know about any of the above acts cannot permit the driver to perform a safety-sensitive function.

The Federal Highway Administration bans the use of controlled substances by drivers.

Drug Prohibitions:

1. Drivers may not report for duty or stay on safety-sensitive duty while using any controlled substance. There may be an exception to this ruling if a physician has prescribed a substance and has advised you that it does not interfere with your ability to operate a vehicle in a safe manner.
2. Drivers may not report for duty or stay on duty if they have tested positive for a controlled substance.
3. Employers who know about either of the above acts cannot permit the driver to perform a safety-sensitive function.
4. Employers may require drivers to report the use of therapeutic drugs.

WHAT TESTS ARE REQUIRED AND WHEN WILL I BE TESTED?

There are five situations where tests can be done to determine the presence of alcohol and/or drugs. Testing shall be performed by a laboratory certified by the Federal Substance Abuse and Mental Health Service Administration (SAMHSA).

1. Pre-employment
When: Before a new hire can perform any safety-sensitive duties or when a person transfers into a safety-sensitive function from elsewhere in the Town. Note: no person will be considered for a Driver's position who has had a positive drug and/or alcohol test within two years of his or her application.
2. Post-Accident
When: Following an accident where a life was lost or the driver was cited for a moving traffic violation.

Post-accident alcohol testing should be done within two hours of the accident. If a test cannot be done within eight hours, it probably will not be done. Post-accident drug testing shall be done within 32 hours, or not done at all.

3. Random
Unannounced random testing is required on a certain percentage of drivers each year.

How: The random selection process used shall ensure that each driver has an equal chance of being tested each time selections are made.

When: Drivers are randomly selected from the pool.

Random testing for alcohol shall be completed just before, during or immediately after performing safety-sensitive work. Random testing for drugs may be done at any time you are at work. Once you are notified that you have been selected for random testing, you must proceed immediately to the test site.

Random testing is done as follows:

- Drivers shall be randomly tested for alcohol during the first year of the testing program. The number to be randomly tested in following years depends on the percentage of positive tests for the entire industry.
- Drivers shall be randomly tested for controlled substances during each year of the testing program.

4. Reasonable suspicion

When: If your supervisor has reason to believe that your behavior or appearance may indicate alcohol or drug use.

Testing for reasonable suspicion is based on the observances of a trained supervisor. Suspicion shall be based on specific, clearly stated observations concerning the drivers' appearance, behavior, speech or body odor. Observations made for alcohol testing shall be made just before, during, or just after the performance of a safety-sensitive function.

Where testing for reasonable cause occurs, the Town's Probable Cause Officer shall complete the form entitled "Observed Behavior Record" attached hereto and incorporated herein as Appendix A.

Important points:

- The supervisor who makes the observation and determines that reasonable suspicion testing should be done, may not conduct the alcohol test on the driver.
- Alcohol testing for reasonable suspicion must be done within two hours of the observation. Tests that cannot be done within eight hours of the observation shall not be done.
- You cannot report for duty or stay on the job while under the influence of alcohol or while impaired by alcohol as shown by behavior, speech or performance that indicated alcohol misuse. You will not be allowed to continue to perform safety-sensitive duties until:
 1. your alcohol concentration is less than 0.02
 2. 24 hours have passed from the time of the initial observation.

5. Return to Duty and follow-up

When:

- Return to duty testing is required for drivers who violate prohibitions and are returning to work. In order to return to work, an alcohol concentration of less than 0.02 or a negative drug test is required.
- Follow-up testing is required when a driver returns to a safety-sensitive function. A minimum of six tests shall be performed during the first year back in a safety-sensitive position. However, follow-up testing may continue for up to five years.

WHAT HAPPENS IF I REFUSE TO BE TESTED?

As part of the alcohol and drug rule, you must submit to alcohol and drug testing. If you refuse to be tested, you cannot continue on the job. Refusal to test is considered to be any time you either fail to provide enough breath for alcohol testing or enough urine for controlled substances testing without a valid medical reason after being notified of the testing requirements, or if you clearly obstruct the testing process.

HOW IS ALCOHOL TESTING DONE?

1. All alcohol testing is done by a certified Breath Alcohol Technician, or BAT, in a private setting where no one but you and the BAT can see or hear the test results. An evidential breath testing device (EBT) approved by the National Highway Safety Administration must be used.
2. The BAT will ask you for identification. You may ask for the BAT'S identification as well.
3. To complete the test, you must blow forcefully into the mouthpiece of the testing device. The BAT must show you the test result on the testing device.
4. A screening test is done first. If the reading is less than 0.02, you will sign the certification and fill in the date on the form. The test will be reported as negative to the Town.
5. If the reading is 0.02 or greater, a confirmation test must be done (after 15 minutes but within 20 minutes of the first test.) You will be asked not to eat, drink, belch or put anything in your mouth. These steps prevent the buildup of mouth alcohol, which could lead to an artificially high result.
6. If the screening and confirmation test results are not the same, the confirmation test result is used.

If you refuse to be tested or to sign the testing form, the BAT will immediately notify your Town.

HOW IS DRUG TESTING DONE?

1. Drug testing is done by analyzing a urine sample, which is collected in a private location.
2. Urine specimens are divided into two containers by the collection site person in your presence. These two samples, called "primary" and "split", are sent to a testing laboratory certified by the Department of Health and Human Services. (DHHS)
3. At the laboratory, a screening test is performed on the primary sample. If this test is positive for drugs, a confirmation test is required.
4. The confirmation test must use a specialized procedure called gas chromatography/mass spectrometry, to ensure that over-the-counter drugs are not reported as positive.
5. If the first test is positive, the Medical Review Officer (MRO) will notify you to find out if there is a medical reason for the drug use. If you can document why the substance is being taken and the MRO finds it is a legitimate medical use, test may be reported as negative to the employer.
6. After being notified that the first test was positive, you have 72 hours to request a test of the split specimen. If you make this request the split specimen is sent to another DHHS-certified lab for the test.
 - a. If you do not contact the MRO within 72 hours but you can prove to the MRO that you had a legitimate reason for not doing so, the MRO can order the split specimen tested.

Removal from safety-sensitive duty as required by the DOT following a positive drug test is not delayed to await the result of the split specimen test. If the analysis of the split sample does not

confirm the presence of a drug, the MRO cancels the test and reports this to the DOT, to the Town, and to you.

WHAT ARE THE CONSEQUENCES OF VIOLATING THE ALCOHOL OR DRUG PROHIBITION?

Alcohol Violations:

A. For the first violation, immediate removal from duty and based on the test results below, suspension without pay and the requirement to pursue treatment.

First Offense:

.02	Negative Result
0.02-.0399	15 Day suspension without pay
.04	30 Day suspension without pay

B. Following a violation, a driver cannot return to safety-sensitive duties until an evaluation has been done, any recommended treatment has been completed, and a negative alcohol test is produced.

C. Following a second violation, regardless of the duration of the suspension without pay for the first violation, and/or refusal to comply with a prescribed treatment program, termination.

Drug violations:

A. Following the first violation, immediate removal from duty, a thirty (30) day suspension without pay, and the requirement to pursue treatment.

B. A driver cannot return to a safety-sensitive job until an evaluation has been done, recommended therapy is completed, and a verified negative drug test is produced.

C. Following a second violation and/or refusal to comply with a prescribed treatment program, termination.

WHERE CAN I GO FOR HELP?

This policy requires the Town to provide you with the opportunity for treatment. We are not, however, required to hold a job open for you or to pay for rehabilitation. If you violate an alcohol or drug prohibition you must be evaluated by a substance abuse professional to determine what help is needed. Before you can return to a safety-sensitive job, you must:

- a. have an alcohol concentration of less than 0.02, or a verified negative drug test (depending on the violation)
- b. complete recommended treatment
- c. complete a minimum of 6 follow-up tests within the first year back to work (follow-up testing may be done for up to five years after return to work).

WHAT ARE THE EFFECTS OF ALCOHOL AND DRUGS ON THE BODY?

Alcohol, a nervous system depressant, is the most widely abused drug. About half of all auto accident fatalities in this country are related to alcohol abuse. A 12 ounce can of beer, a 5 ounce glass of wine and a 1 ounce shot of hard liquor all contain the same amount of alcohol. Each ounce of alcohol takes the average body about one hour to process and eliminate. Coffee, cold showers, and exercise do not hasten sobriety.

Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people

who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory, and judgment. Taken in larger quantities over a long period of time, alcohol can damage the liver and heart and can cause permanent brain damage. On the average, heavy drinkers shorten their life spans by about ten years.

Other Effects:

- greatly impaired driving ability
- reduced coordination and reflex action
- impaired vision and judgment
- inability to divide attention
- lowering of inhibitions
- hangover, which can be accompanied by headaches, nausea, dehydration, unclear thinking, unsettled digestion and aching muscles

Marijuana, also known as “pot”, “weed”, “grass” and other street names, alters the user’s sense of time and reduces the ability to perform tasks requiring concentration. The drug has a significant effect on judgment, caution, and sensory/motor functions. Marijuana stays in the body for 28 days, unlike alcohol, which dissipates in a few hours.

Other Effects:

- impaired driving for at least 4-6 hours after smoking one “joint”
- restlessness
- inability to concentrate
- increased pulse rate and blood pressure
- rapidly changing emotions and erratic behavior
- altered sense of identity
- dulling of attention
- hallucinations, fantasies and paranoia
- reduction or temporary loss of fertility

Cocaine is a stimulant drug which increases heart rate and blood pressure. As a powder, cocaine is inhaled, ingested, or injected. Cocaine is also used as a free-base cocaine known as “crack” or “rock”, which is smoked. The crack “high” is reached in 4-6 seconds and lasts for about 15 minutes. Many people mistakenly believe that, because it is smoked, crack is safer than other forms of cocaine use. It is not. Crack cocaine is one of the most addictive drugs known today. The most dangerous effects of crack are that its use can cause vomiting, rapid heart beat tremor and convulsions. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-induced heart attack. Since the heat regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing, and heart beat are depressed, which can lead to death.

Other Effects

- a rush of pleasurable sensation
- a heightened, but momentary, feeling of confidence, strength and endurance
- accelerated pulse, blood pressure and respiration
- impaired driving ability
- paranoia, which can trigger mental disorders in users prone to mental instability
- irritation of the nostrils and nasal membrane
- mood swings
- anxiety
- reduced sense of humor

- compulsive behavior, such as teeth grinding or repeated hand washing.

Amphetamines are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general physical activity. Some common street names for amphetamines are “speed”, “uppers”, “black beauties”, “bennies”, “wake-ups”, “footballs”, and “dexies”.

People with a history of sustained low-dose amphetamine use quite often become addicted, believing that they need the drug to get by. These users frequently keep taking amphetamines to avoid the “down” mood they experience when the drug wears off.

Even small, infrequent doses can produce toxic effects in some persons. Restlessness, anxiety, mood swings, panic, heart rhythm disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported. Long-term users often have acne resembling measles, trouble with their teeth, gums and nails, and dry, dull hair. Heavy, frequent use can produce brain damage resulting in speech disturbances.

Other effects:

- loss of appetite
- irritability, anxiety, apprehension
- increased heart rate and blood pressure
- difficulty in focusing eyes
- exaggerated reflexes
- distorted thinking
- perspiration, headaches, dizziness
- short-term insomnia

Opiates include heroin, morphine, codeine and narcotics used to relieve pain and induce sleep. Heroin, also called “junk” or “smack”, accounts for 90% of the narcotic abuse in this country. Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal and cannot even be obtained with a physician’s prescription.

Most medical problems are caused by the uncertain dosage level, the use of unsterile needles, contamination of the drug, or the combination of a narcotic with other drugs. These dangers depend on the specified drug, its source and the way it is used.

Other effects:

- short-lived euphoria
- impaired driving ability
- drowsiness, followed by sleep
- constipation
- decreased physical activity
- reduced vision
- change in sleeping habits
- possible death

Phencyclidine or PCP, also called “angel dust”, was developed as a surgical anesthetic in the late 1950s. Later, due to its unusual side effects in humans, it was restricted to use as a

veterinary anesthetic and tranquilizer. Today, it has no lawful use and is no longer legally manufactured.

PCP is a very dangerous drug. It can produce violent and bizarre behavior even in people otherwise not prone to such behavior. More people died from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body. PCP scrambles the brain's internal stimuli and alters how users see and deal with their environment. Routine activities such as driving and walking become very difficult.

Low doses produce a rush, sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions.

Other effects:

- impaired driving ability
- drowsiness
- perspiration
- repetitive speech patterns
- incomplete verbal responses
- blank stare
- thick, slurred speech
- involuntary eye movement

The following person should be contacted for assistance with drug and/or alcohol problems:

Name: Caryn Cove Malloy, Director of Human Resources, Town of Arlington
Phone: (781) 316-3121

For the Town:

For AFSCME AFL-CIO Council #93, Local 680:

Adam Chapdelaine
Town Manager

Mark Murphy
President Local 680